

A RESOLUTION BY

03- *12* -0073

FINANCE/EXECUTIVE COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH OTIS ELEVATOR COMPANY TO PERFORM ELEVATOR MODERNIZATION OF TWO (2) PASSENGER CARS IN SECTION 1 AND THREE (3) PASSENGER CARS IN SECTION 6 OF CITY HALL EAST ON BEHALF OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED \$449,000.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, CENTER NUMBERS 1C44 573001 G41A01019999.

WHEREAS, the City wishes to enter into an appropriate contract with Otis Elevator Company, to perform elevator modernization of two (2) passenger cars in Section 1 and three (3) passenger cars in Section 6 of City Hall East; and

WHEREAS, the City of Atlanta owns City Hall East and is responsible for the maintenance of the facility; and

WHEREAS, Otis Elevator Company is the original designer and original equipment manufacturer of the elevators and is uniquely qualified to perform the modernization of five (5) passenger cars; and

WHEREAS, the existing elevators are original to the facility and have never been updated; and

WHEREAS, the Bureau of Purchasing and Real Estate has certified Otis Elevator Company as the only company qualified to perform the modernization of five (5) passenger cars as contemplated by Section 2-1191 of the City Code of Ordinances; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into a contractual agreement with Otis Elevator Company to perform the modernization of two passenger cars in Section 1 and three (3) passenger cars in Section 6 of City Hall East on behalf of the Department of Administrative Services, in an amount not to exceed \$449,000.000.

BE IT FURTHER RESOLVED, that the Purchasing Agent be and is hereby directed to prepare an appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IF FURTHER RESOLVED, that this agreement shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all contracted work shall be charged to and paid from Fund Account and Center Number: 1C44 573001 G41A01019999.



CITY OF ATLANTA

Shirley Franklin
MAYOR

55 TRINITY AVENUE, SW, SUITE 1225
ATLANTA, GEORGIA 30303
(404) 330-6225 - FAX (404) 658-7787
Internet Home Page: www.ci.atlanta.ga.us

**DEPARTMENT OF
ADMINISTRATIVE SERVICES**

Deborah Scott Brooks
Acting Commissioner

1 November, 2002

TO: Felicia Strong-Whitaker, Purchasing Agent
Bureau of Purchasing

FROM: Deborah Scott Brooks, Acting Commissioner
Department of Administrative Services

RE: City Hall East Elevators – Mechanical/Electronic Upgrade

Please approve the attached request to Otis Elevator Company, in the amount of \$449,000.00, to complete the Mechanical/Electronic Upgrade of the City Hall East Elevators. This work is necessary for life/safety requirements, as well as code compliance. The elevators experience continuous failures and passenger entrapments. In addition to life safety endangerments, these failures/entrapments have also delayed/hindered Police and Fire personnel in the course of their day-to-day operations. The existing operating equipment parts, controls and fixtures are antiquated and must be replaced.

Otis Elevator Company is the manufacturer and maintenance service provider of this equipment. Thus, we are requesting approval of this work and payment on a sole-source basis.

/dsb

Attachment

Otis Elevator Company

North American Area
1575 Northside Drive
460 Atlanta Tech Center
Atlanta, GA 30318



Otis

A United Technologies Company

July 17, 2002

Ms. Deborah Scott Brooks
City of Atlanta – Bureau of General Services
68 Mitchell Street, S.W.
Suite 1225 Tower Building
Atlanta, GA. 30335-0304

Reference: **City Hall East**

Dear Ms. Brooks:

In response to our meeting last Monday, July 15th, I have put together a maintenance and modernization package for the elevators at City Hall East. The modernization is for the two (2) passenger cars in section 1 and the three (3) passenger cars in section 6. We have dropped our price for this project 71/2 percent below our actual cost. The new price for our portion of the elevator modernization is \$449,000. This does not include any building or contractor work such as enclosing the elevator equipment in the machine room, installing a HVAC system, ventilating the hoistways, cab renovations or other work that we discussed in our meeting. Charles Williams who is the chief elevator inspector for the City of Atlanta would need to survey the building with the building manager to give a complete overview of work needed. As a value added service we have completed a new maintenance agreement with a twenty-five percent reduction in cost for a five-year term. With a ten year term the discount would be thirty five percent. This will consolidate all of the contracts onto one and allow you to save almost \$140,000 over a five-year period. This package in no way removes or voids our existing contract with you however we hope that this will help push this project forward and we can continue to serve the City of Atlanta and Bureau of General Services for years to come. If you have any further questions please free to call. 404-605-8407.

Sincerely,

OTIS ELEVATOR COMPANY



D.Christopher Propes
Business Development Manager



DATE: July 17, 2002

TO:

City of Atlanta - Bureau of General Service
68 Mitchell Street, S.W.
Suite 1225 Tower Building
Atlanta, GA 30335-0304

FROM:

Otis Elevator Company
1575 Northside Drive Suite.460
Atlanta Technology Center
Atlanta, GA. 30318

PROJECT LOCATION:

CITY HALL EAST - PASSENGER ELEV. 1,2 in Sec. 1
675 Ponce De Leon Ave. 3,4,5 in Sec. 6
Atlanta, GA. 30308

MACHINE NUMBER(S): 122986,122987,222625,222774, **PROPOSAL NUMBER:** TAT2112
302192

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVONIC® 411M-MS CONTROL SYSTEM

We propose to furnish labor and material to provide an Elevonic® 411M-MS control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators. The system is a distributed network of modular microprocessor control units and solid-state performance measurement devices. The system is integrated using serial-link communication. The control system has a Solid-State Safety Circuit. The measurement transducers constantly monitor the performance of every elevator function controlled by microprocessor. The control units evaluate this performance information and automatically adjust performance as necessary to correct variances within milliseconds. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator group. The software is designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

<u>SECTION No.</u>	<u>TITLE</u>	<u>PAGE No.</u>
SECTION I	OPERATION	
SECTION II	MACHINE ROOM EQUIPMENT	
SECTION III	SYSTEM OPERATING FEATURES	
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SECTION VIII	ALTERNATES	

OTIS MODERNIZATION



SECTION I: OPERATION

DUTY

The present capacity and speed of the elevators will be (retained / changed) as follows:

Elevators numbered	Capacity (pounds)	Speed (Feet per Minute)
One - Two	5000	500
Three - Four - Five	5000	500

TRAVEL

The present travel of the elevators will be (retained / changed) as follows:

Elevators numbered	From floor to floor	Rise (feet)
One - Two	Basement to Eleven	145 feet
Three - Four - Five	Basement to Nine	145 feet

STOPS AND OPENINGS

The present stops and openings will be (retained / changed) as follows:

Elevators numbered	Number of stops	Number of openings
One - Two	12 front 0 rear	12 front
Three - Four - Five	10 front 0 rear	10 front

POWER SUPPLY

The power supply of _____ volts, three phase, 60 hertz, alternating current will be (retained / installed) with the new equipment arranged for this power supply.

DRIVE SYSTEM

The present motor drive system will be changed to a Solid-State Direct Motor Drive.

OPERATION

The present control system will be changed to Elevonic® Microprocessor control.

CONTROLLER

A microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.



OPERATION — GROUP CONTROL FOR TWO (2) and Three (3) CARS

The building shall be divided into three (3) zones with one car assigned to the "lobby" zone and the other car assigned to the top zone. Each car shall park in its assigned zone when there are no unanswered calls.

The lobby zone shall include the lobby, basements and adjacent floors above the lobby. The remainder of the floors shall be divided between the top zone and the middle zone. Either car may answer calls in the middle zone but neither car shall park in that zone.

Optimized response to hall calls shall be achieved by the Relative System Response Plus (RSR Plus[®]) dispatching software. This software dispatches cars by computing a relative system response for each registered hall call. The computation of each car's RSR score to a call shall be based on service to previously assigned car and hall calls, car load, direction of travel, door and car motion status, coincidence of car and hall calls, etc. The car with the lowest RSR Plus score shall have the call assigned to it.

RSR Plus computations for each hall call are repeated several times a second and the hall call assignment might be changed if a more suitable car is found. Additionally, the RSR Plus dispatching software shall continuously evaluate the efficiency of its dispatching and shall vary the value of bonuses and penalties to optimize dispatching efficiency during peak demands.

A car arriving at a floor to park shall not open its doors. Cars shall open their doors only when stopping in response to a car or hall call.

A car without registered car calls, arriving at a floor on which both up and down hall calls are registered shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

Direction lanterns, as applicable, shall indicate the change of direction when the doors reopen.

If for any reason the doors are prevented from closing and the car is unable to respond to a call, it shall lose its zone assignment and the call shall be transferred to the other car.

When a car is filled to a predetermined load setting, it shall no longer stop for hall calls.

When the Independent Service switch in the car operating panel is actuated, that elevator shall be disconnected from the hall buttons and operate independently from car buttons only.

SECTION II: MACHINE ROOM EQUIPMENT

DIRECT DRIVE

A new SCR-based direct drive system shall be provided. The system shall be regenerative. The system shall include the drive isolation transformer and filter.

RETAINED MACHINE

The existing machine shall be retained.

RETAINED GOVERNOR

The present speed governor shall be retained and calibrated for the proper tripping speed.



SECTION III: SYSTEM OPERATING FEATURES

AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings $\pm \frac{1}{4}$ " regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

An operating fixture shall be provided on top of the car containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and a toggle switch. This toggle switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

REMOTE ELEVATOR MONITORING MAINTENANCE

A microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis will be provided. The system will notify a dispatching center that the elevator is inoperative by sending a message via telephone line (Provided by others. See "Work By Others" section.) This makes it possible to have a mechanic dispatched rapidly in response to such a message.

The monitoring system will collect data on the equipment condition whether the operation of a Unit has been interrupted.

The monitoring equipment will remain the property of the elevator contractor.

For the telephone line requirements see the "Work By Others" section

STANDBY POWER OPERATION (AUTOMATIC SELECTION)

The elevators shall return automatically to the main floor at full rated speed, one at a time during emergency power operation. A car that is out of service for other reasons shall be bypassed and another car selected.

A manual selector switch shall be provided at the main floor. The switch will contain a contact position for each elevator and an "AUTOMATIC" position, permitting one selected elevator to remain on standby power or to provide power to an elevator that has been out of service when the elevators were being returned automatically.

SECTION IV: DOOR EQUIPMENT

NEW DOOR OPERATOR (Except on car number 5)

A new door operator shall be installed.

Doors shall be power operated by means of a quality operator mounted on top of the car. The motor shall have positive control over door movement for smooth operation. Each car door shall be provided with a protective device.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of a time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door operation (notification, open, close, hold-open time) shall be arranged to meet ANSI code and American with Disabilities Act Guidelines. Doors will be provided with evacuation deterrent devices on each hoistway door as required by code.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

ADVANCED DOOR OPENING

The door operator control system is designed to begin advanced door opening of the car and hoistway doors when the elevator is within the allowed distance from landing and is being automatically stopped or leveled.

NEW INTERLOCKS (Except on car number 5)

New interlocks shall be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

LAMBDA* DOOR-PROTECTION DEVICE

A solid-state electronically operated infrared door reversal device shall be installed on the car door. The device shall contain electronic components enclosed in an insulated chassis. The device will create a matrix of invisible light beams that scans the car doorway and detects the breaking of any light beam by opaque objects placed in its path.

After a car stop is made, the door shall remain open for a predetermined interval before closing. If, while the door is closing, the matrix of invisible light beams is interrupted by a passenger entering or leaving the car, the door shall stop and reopen, after which the door shall again start to close.

If during a hall or car call the car doors are prevented from closing, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at approximately half speed. Operation of the door protective device shall resume at the next landing reached by the car.

NUDGING OPERATION

If during a hall or car call the car doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Operation of the door protective device shall resume at the next landing reached by the car.

NEW CAR DOOR HANGER (Except on car number 5)

The present car door hanger shall be replaced with a new door hanger.

RETAINED HOISTWAY ENTRANCES

The present hoistway entrances shall be retained.

CAR SILLS

New car sills will be installed on all elevators.

CAR FANS

New top of car fans will be installed on all elevators.

SECTION V: HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAINED CAR FRAME AND SAFETY

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be retained.

RETAINED ROPES

The existing hoist ropes shall be retained.

RETAINED PLATFORM

The car platform will be retained and reused in place.

RETAINED CAR ENCLOSURE

The present car enclosure shall be retained.

RETAINED FLOORING

The present flooring will be retained.

PIT SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

RETAINED BUFFERS

The existing buffers shall be retained.

PIT LADDERS

New code compliant pit ladders for access to all elevator pits will be installed.

SECTION VI: FIXTURES

CAR FIXTURES:

NEW APPLIED CAR OPERATING PANEL (Single Panel per Elevator)

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car operating panel.



NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

HALL FIXTURES:

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered.

NEW HALL LANTERNS

Direction lanterns with (stainless steel, bronze) faceplates shall be provided at all hoistway entrances, with "UP" and "DOWN" indicators at intermediate landings and single indicators at terminal landings. When a car is stopping at a landing, the lantern indicating the direction that the car is traveling shall become illuminated prior to arrival of the car. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

LOBBY PANEL

A lobby panel shall be provided with key-operated switches to shut down each elevator. A pilot light shall be provided to indicate when the elevator is operational. This panel will also contain the key-operated switches for car-to-lobby operation. New hall position indicators will be included in the lobby panel.

SECTION VIII: GENERAL REQUIREMENTS

WIRING

All wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame retardant and moisture-proof outer covering and shall be run in conduit, tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN

All new material furnished shall be specifically designed to operate with the original Otis equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

SUPERSEDED MATERIAL

All material, removed or unused, not required in the modification will become the property of Otis Elevator Company and we reserve the right to remove and retain it.



PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

CODE

The elevator equipment shall be furnished and installed in accordance with the applicable version of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

WORK BY OTHERS

The following items must be performed by others and you agree to:

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator.

Provide a smoke detector system, located as required with wiring from the sensing devices to each elevator controller.

Do any cutting, including cutouts to accommodate hall signal fixtures, patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor.

CAR LIGHT POWER SUPPLY & DISCONNECT

Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.

REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS

Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

STANDBY POWER REQUIREMENTS

Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.

Any modification or installation of lights and/or electrical outlets in the machine room and/or pit to be performed by others.

All builders or contractors work is excluded from this contract, i.e. – machine room enclosure, HVAC systems for machine room, ventilating the hoistways, cab renovations or any other building upgrades needed to make the elevators pass current codes.



The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE: \$ 449,000.00

FOUR HUNDRED FORTY NINE THOUSAND AND 00/100 Dollars

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: *D. Christopher Propes*

D. Christopher Propes

Business Development Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: **X** _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: **Greg Ergenbright**

Title: **General Manager**

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

OTIS MODERNIZATION



TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: Twenty-five percent (25%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall we be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, in tort (including negligence), in warranty or otherwise.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

OTIS MODERNIZATION





CITY OF ATLANTA

Shirley Franklin
MAYOR

55 TRINITY AVENUE, SW, SUITE 1225
ATLANTA, GEORGIA 30303
(404) 330-6225 - FAX (404) 658-7787
Internet Home Page: www.ci.atlanta.ga.us

**DEPARTMENT OF
ADMINISTRATIVE SERVICES**

Deborah Scott Brooks
Acting Commissioner

1 November, 2002

TO: Felicia Strong-Whitaker, Purchasing Agent
Bureau of Purchasing

FROM: Deborah Scott Brooks, Acting Commissioner
Department of Administrative Services

RE: City Hall East Elevators – Fire Alarm System Upgrade

Please approve the attached request to Safetec Systems, Inc., in the amount of \$27,550.10, to complete the required Fire Alarm System Upgrade in association with Mechanical/Electronic Upgrade of the City Hall East Elevators (Work necessary for life/safety requirements, as well as code compliance).

General Services obtained the below listed estimates and are requesting a Purchase Order to Safetec Systems, Inc., in the amount of \$27,550.10 --the lowest cost estimate.

Safetec Systems, Inc.	\$27,550.10
Professional Electronics, Corp.	\$62,476.00

Your continued cooperation is appreciated.

/dsb

Attachment

Bureau of Purchasing and Real Estate

Bureau of Purchasing and Real Estate

CITY OF ATLANTA
BUREAU OF PURCHASING

Real Estate

~~BUREAU OF PURCHASING~~

2000 NOV 12 PM 5: 33

REQUISITION

ENTER

11-1282

REQUISITION NUMBER

G41A0297

BUY ENTITY

CONT

REQUESTER I.D.

013

SHIP-TO CODE

007

FAC

1C44

FUND
(COMPANY)

573001

ACCOUNT

G41A01019999

CENTER

DATE NEEDED 11/7/2002

LINE #	ITEM NUMBER	DESCRIPTION	QTY	UOM	UNIT PRICE	ESTIMATED AMOUNT
1	9041500	PROVIDE LABOR AND MATERIALS TO PERFORM ELEVATOR	1		449,000.00	\$449,000.00
		MODERNIZATION OF TWO (2) PASSENGER CARS IN SECTION				
		1 AND THREE (3) PASSENGER CARS IN SECTION 6, LOCATED				
		AT CITY HALL EAST.				
TOTAL					\$	449,000.00

SUGGESTED VENDOR OTIS ELEVATOR COMPANY

VENDOR NUMBER B1444

DEPARTMENT ADMINISTRATIVE SERVICES

BUREAU GENERAL SERVICES

CONTACT PERSON GAYLA SMITH

DATE COMPLETED 11/07/2002 PHONE NUMBER 404-330-6466

The undersigned certifies that funds are available at the budget adoption level for all items.

AUTHORIZED SIGNATURE PJ [Signature]

DATE 11/7/02

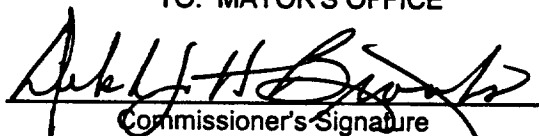
BPREF003-04

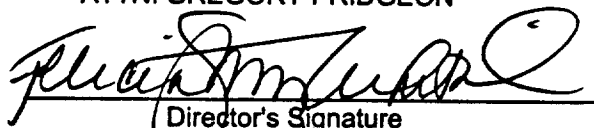
**PRE USE ONLY
BUYER**

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREGORY PRIDGEON


Commissioner's Signature


Director's Signature

Originating Department: Dept of Admin Services

Contact Person: Felicia Strong-Whitaker,

Committee(s) of Purview: Finance/Executive

Council Deadline: January 10, 2003

Committee Meeting Dates(s): January 15, 2003

Full Council Date: January 21, 2003

CAPTION

AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH OTIS ELEVATOR COMPANY TO PERFORM ELEVATOR MODERNIZATION OF TWO (2) PASSENGER CARS IN SECTION 1 AND THREE (3) PASSENGER CARS IN SECTION 6 OF CITY HALL EAST ON BEHALF OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED \$449,000.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 1C44 573001 G41A01019999.

BACKGROUND

To perform elevator modernization of five (5) passenger (elevator) cars at City Hall East.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by Mayor's Office: 1/7/03
(date)

Reviewed by: JS
(initials) (date)

Submitted to Council: _____
(date)

Action by Committee: ☐ Approved ☐ Advertised ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other